

**ALAMEDA COUNTY SUPERIOR COURT**  
**APPLICATION FOR APPOINTMENT TO ADR PANELS**  
*including Judicial Arbitration, Mediation, Neutral Evaluation, and Private Arbitration*

**1. APPLICANT:**

Applicant's Name: FREDERICK CHARLES HERTZ  
Firm Name: LAW OFFICES OF FREDERICK HERTZ  
Address: 1970 BROADWAY SUITE 1200  
City/State/Zip: OAKLAND CA 94612  
Telephone: (510) 451-4114 Fax: (510) 451-4115  
Email: fhertz@aol.com

**2. PANEL REQUEST:** *(All applicants are requested to serve as Judicial Arbitrators)*

Check each panel for which you are applying:

☒ Judicial Arbitration ☒ Mediation ☒ Neutral Evaluation ☒ Private Arbitration

**3. EDUCATION:**

Dates (from-to)	College/University/Law School	Degree Obtained
<u>1970-75</u>	<u>U Minnesota</u>	<u>BA</u>
<u>1975-78</u>	<u>UC Berkeley (Boalt Hall)</u>	<u>JD</u>
<u>1989-91</u>	<u>UC Berkeley</u>	<u>MA</u>

**4. LEGAL EXPERIENCE:** State Bar No. 101757 Date Admitted: 12/81

A. Are you a member in good standing of the State Bar of California? ☒ Yes ☐ No

B. Are you a retired judicial officer? ☐ Yes ☒ No

Please describe when/where you last served as a judicial officer: \_\_\_\_\_

C. Are you actively engaged in the practice of law at this time? ☒ Yes ☐ No

If not, are you retired from practice? \_\_\_\_\_ Date retired: \_\_\_\_\_

If your license is presently inactive, please explain: \_\_\_\_\_

D. Are you currently active in litigation practice? ☒ Yes ☐ No

Approximately what percentage of your practice involves litigation? 50 %

E. If your practice includes personal injury litigation, approximately what percentage of your practice involves the representation of: plaintiffs \_\_\_\_\_ %; of defendants \_\_\_\_\_ %?

F. How many of the following have you personally handled as attorney of record in the past five years? Jury Trials 2; Court Trials 4; Mediations 10+; Arbitrations 3+;

G. Describe any legal publications or teaching you have done: \_\_\_\_\_

see attached resume

5. ADR TRAINING and EXPERIENCE

Course Title	Sponsoring Organization	Hours of Credit	Dates
Mediation Training	Gary Friedman	40	2001

- A. Number of years experience as: mediator 5; arbitrator 5; neutral evaluator 1;
- B. List all other court-connected ADR panels of which you are a member, specifying the processes for which you have qualified: \_\_\_\_\_
- C. State the name(s) of any organization(s) through which you have provided ADR services during the past five years, giving the dates and the services you provided: BASF 2003 - present
- D. Describe the subject matter of five disputes in which you served as the ADR provider in the past 5 years, including the dates of service, the process and if you were sole or co-provider.
1. co-ownership dispute (1998-2003 many disputes, sole)
  2. Real Estate purchase dispute 2000, 2002
  3. Non disclosure claims 2003
  4. Landlord Tenant Dispute 2002
  5. Easement dispute 2001
- E. Is your ADR style best described as \_\_\_\_\_ facilitative or \_\_\_\_\_ evaluative/directive? Both
- F. Describe any ADR related publications or training you have done: \_\_\_\_\_
- G. Set forth your hourly fee or fee schedule, including any sliding scale or pro bono provisions. Attach a copy of your fee agreement. (Please note: Judicial arbitrators waive compensation for the first three (3) hours of hearing time in Alameda County and all ADR panelists are requested to accept at least three (3) Judicial arbitration cases per year).
- \$280 / hour

6. AVAILABILITY/SPECIAL REQUIREMENTS

- A. List any languages, other than English, in which you are able to conduct ADR proceedings: \_\_\_\_\_
- B. Please state any special bi-cultural/multi-cultural capabilities or familiarity you possess: see resume
- C. You are available to conduct ADR conferences: ☒ in your office; ☒ at counsel's office; \_\_\_\_\_ other (please describe: \_\_\_\_\_)
- D. You are available to conduct ADR proceedings: ☒ during regular office hours; ☒ evenings by appointment; ☒ weekends by prior arrangement;
- E. Please describe any requirements you have for ADR participants such as submission of copies of pleadings, briefs, declarations in lieu of testimony, etc.: \_\_\_\_\_

## 7. SUBJECT MATTER DESIGNATION

Please check each area below in which you are qualified by training/experience to provide ADR services, indicating the percentage it represents of your law practice, if any, and the ADR process(es) which you are prepared to offer in that area:

<u>Case Type Accepted</u>	<u>% of Practice</u>	<u>Judicial Arb.</u>	<u>Mediation</u>	<u>Neutral Eval.</u>	<u>Private Arb.</u>
Bankruptcy					
<u>Business/Corp.</u>	5	✓	✓	✓	✓
Civil Rights					
Collections					
<u>Construction</u>	5	✓	✓	✓	✓
Contracts					
Elder law/abuse					
Employment:					
- Discrimination					
- Harassment					
- Termination					
<u>Environmental</u>	5	✓	✓	✓	✓
Fraud					
False Imprison.					
Family Law / Non Marital	50	✓	✓	✓	✓
HO Ass'n					
Insurance Cov.					
Intellect. Property					
<u>Landlord-Tenant</u>	10	✓	✓	✓	✓
Legal Malpractice					
Maritime					
Med Malpractice					
<u>Partnership</u>	5	✓	✓	✓	✓
<u>P.I. - Auto</u>					
P.I. - Other					
Premises Liability					
Probate/Trust					
Product Liab.					
<u>Real Property</u>	20	✓	✓	✓	✓
Securities					
Tax					
Toxic Torts					
Wrongful Death					
Other:					
_____					
_____					
_____					

### **AGREEMENT TO PARTICIPATE IN MEDIATION**

The parties named below hereby agree to submit to mediation their dispute(s), with the understanding and agreement that the process is voluntary, and that it does not constitute any denial of due process to either party. The parties agree that Frederick Hertz shall act as their mediator, and that Frederick Hertz is not acting as attorney for either party in this mediation. The parties agree as follows:

1. This mediation is completely confidential. All statements made during the course of the mediation are privileged settlement discussions, made without prejudice to any party's position, and are non-discoverable and inadmissible for any purpose in any legal proceeding.

2. The privileged character of any information is not altered by its disclosure to the mediator, and documents received by or prepared by the mediator are not discoverable unless otherwise discoverable by law. The mediator shall not be compelled to disclosure or testify in any proceeding as to any records or reports, or as to any information or representations made in the course of mediation. These mediation proceedings are not evidence, and no reference to these mediation sessions can be made if the disputes subsequently result in litigation or arbitration.

3. Any views expressed by any party, admissions made in mediation, or settlement proposals shall remain confidential, and no such information shall be introduced in any subsequent legal proceeding.

4. California Evidence Code §1115, which codifies these mediation procedures, shall apply to this mediation.

5. If at the close of this mediation a mutual settlement agreement is reached, reduced to writing to writing and signed by the participants, it constitutes the equivalent to a contract and may be used as evidence of that agreement.

6. Frederick Hertz, as mediator, is as a matter of law immune from any liability from any claims by the parties which may arise during these mediation proceedings.

7. The parties understand and agree that discussing legal issues with the mediator should not be interpreted as providing legal advice, and that the mediator is not acting as attorney for either party by acting as a mediator in this matter.

8. The parties are encouraged to obtain independent legal advice before entering into any agreement reached during this mediation process.

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_